REMARKS/ARGUMENTS

In this Amendment, Applicants cancel non-method claims 10, 19-21, 28-31, and 41-44 from further consideration in this application. Applicants are not conceding that the subject matter encompassed by the claims prior to this Amendment is not patentable over the art cited by the Examiner. Applicant respectfully reserves the right to pursue claims, including the subject matter encompassed by claims, as presented prior to this Amendment and additional claims in one or more continuing applications.

Applicants request the Examiner to enter this amendment because Applicants are canceling claims, not adding new subject matter to the claims which would necessitate further searching.

1.   Claims 1, 2, 16, 17, 39, and 40 are Patentable Over the Cited Art

The Examiner rejected claims 1, 2, 16, 17, 39, and 40 as obvious (35 U.S.C. §103) over Remer (U.S. Patent App. Pub. No. 2003/0088516) in view of Cheng (U.S. Patent No. 6,457,076). Applicants traverse.

Claim 1 recites a method for providing of content data to a client, and requires: receiving of a selection of content data from the client; generating a file comprising license information and a locator for the content data, wherein the license information indicates a license status enabling the client to access the content data; sending of the file to the client; and synchronizing with local license related data on the client indicating an updated license status updated based on an amount of client usage of the content data following the sending of the file to the client and before the synchronizing.

The Examiner cited paras. 77 and 79 of Remer with respect to the sending of the license and the synchronizing. (Final Office Action, pgs. 3-4) Applicants traverse.

The cited para. 77 discusses an interaction of a POS (point of service) computer and a servicing component. The servicing component pings the POS computer to retrieve the current POS license and verifies that the digital signature of the POS license is valid. The service agent collects a copy of a new POS license into a discovery database. If there is an existing license with the same Node ID, the service agent must synchronize the retrieved POS license with the existing license in the discovery database.

Para. 79 further mentions that the POS computer upon receiving a license compares the Node ID field of a license from the discovery database with the node ID of the POS's current license. If the Node IDs differ, then the POS discards the discovery database license. If the node IDs are the same, then the POS must synchronize the discovery database license with the POS current license.

Thus, the cited paras. 77 and 79 discuss how to synchronize a license between a POS computer and a service agent. However, nowhere is there any teaching or suggestion of the claim requirement of synchronizing with local license related data on the client indicating an updated license status updated based on amount of client usage of the content data following the sending of the file to the client and before the synchronizing. Although the cited Remer discusses how to synchronize a license, there is no disclosure or mention of the claim requirement that the license is updated or synchronized based on amount of client usage of the content data following the sending of the file to the client and before the synchronizing.

The Examiner recognized the above noted deficiency of Remer, finding that Remer does not explicitly disclose synchronizing with local license related data on the client indicating an updated license status based on an amount of client usage of the content data following the sending of the file to the client and before synchronization. The Examiner cited col. 17, lines 10-15 of Cheng as teaching this claim requirement to overcome the deficiency of Remer. (Final Office Action, pg. 4) Applicants traverse

The cited col. 17 of Cheng discusses a payment module handling payment for providing software updates. Users are charged a fee to download software updates based on usage. The payment module tracks the user's usage of the service, such as total connection time, and maintains a count of the number of updates downloaded until the user logs out. Payment is then charged to the user's credit card, supplied during the registration. (Cheng, col. 7, lines 10-15)

Applicants note that the payment module 705 is part of the service provider computer 102 keeping track of downloads from the user. (FIG. 7) Thus, the payment module 705 keeping track of usage is not done locally on the client as claimed, but is keeping track from the serve rice provider side, not client side. The claims require synchronization with local license related data on the client indicating an updated license status updated based on an amount of client usage following the sending of the file to the client and before synchronizing. The cited Cheng discusses how a server keeps track of downloads to a client. The cited Cheng teaches away from

synchronizing with local license related data on the client because the cited payment module 705 keeps track of software downloads on the service provider side. There is no teaching in the cited Cheng that the payment module 705 keeps track of usage by synchronizing with local license related data on the client as claimed.

Applicants submit that the Examiner has not cited any part of Cheng that teaches or suggests that the client maintains updated license status in local license related data based on an amount of client usage and that the service provider would synchronize with updated local license related data. Instead, the cited Cheng discusses how a payment module of the service provider keeps track of client usage or downloads, and charges based on such usage. There is no teaching of synchronizing with local license related data on the client as claimed.

The combination of Remer and Cheng results in a system that synchronizes a license between a POS (point of service) computer and a service agent and where the service provider computer keeps track of client downloads and charges based on download usage (Cheng). However, nowhere does this proposed combination teach or suggest the claim requirement of synchronizing with local license related data on the client indicating an updated license status updated based on amount of client usage of the content data following the sending of the file to the client and before the synchronizing.

Accordingly, claim 1 is patentable over the cited art because the cited combination of Remer and Cheng do not disclose the requirements of these claims.

Claims 2, 16, 17, 39, and 40 are patentable over the cited art because they depend from claim 1, which is patentable over the cited art for the reasons discussed above. Moreover, the following discussed dependent claims provide additional grounds of patentability over the cited art.

Claim 39 depends from claim 1 and further requires that the amount of usage of the content data comprises the amount of usage at the client after the license status is expired at the client.

The Examiner cited col. 17, lines 10-15 of Cheng as teaching the additional requirements of claim 39. (Final Office Action, pg. 6) Applicants traverse.

The cited col. 17 of Cheng mentions that the fee the payment module 705 charges the user is based on user usage, such as total connection time, number of software updates, until the user logs out. Nowhere does the cited col. 17 teach or suggest that the amount of usage indicated

in local license related data indicates the amount of usage at the client after the license status is expired at the client. Instead, the cited col. 17 discusses how a payment module keeps track of charges based on usage. There is no mention or teaching in the cited Cheng of keeping track of user usage after the license status for the content being used has expired.

The Examiner further cited col. 17, lines 25-30 of Cheng which mentions that if a user's account is about to expire, such as within 30 days, or has expired, then the payment module prompts the user to renew. This teaches away from the client requirement of local license related data indicating usage after expiration because the cited Cheng does not teach usage after expiration because the cited payment module 705 prompts the user to renew when their account has expired. There is no teaching in the cited Cheng that the amount of usage in the local license related data indicating usage after expiration. Moreover, Cheng keeps track of usage at the service provider site, not in local license related data at the client as claimed.

Accordingly, claim 39 provides additional grounds of patentability over the cited Cheng and Remer because the cited parts of these references do not teach or suggest all the claim requirements.

Claim 40 depends from claim 1 and further requires that during synchronization, determining the amount of usage of the content data at the client after the license status is expired at the client and receiving payment for the amount of usage of the content data after the license status is expired, wherein the synchronizing with the local license related data comprises renewing the local license related data to allow continued use of the content data in response to receiving the payment for the amount of usage.

The Examiner cited the above discussed col. 17 of Cheng, which discusses how the payment module prompts the user to renew if their subscription has expired. There is no teaching in the cited Cheng of determining the amount of usage during synchronization with local license related data and receiving payment for usage after the license has expired. Instead, the cited Cheng discusses how to prompt the user to renew if the account expired. There is no teaching or suggestion of determining usage after a license for the content data being used has expired during synchronization.

Further, as discussed above, the cited payment module of Cheng teaches away from synchronizing with local client license related data on the client because the service provider payment module keeps track of download usage at the service provider computer. There is no

teaching in the cited Cheng that the payment module 705 keeps track of usage by synchronizing with local license related data on the client as claimed.

Accordingly, claim 40 provides additional grounds of patentability over the cited Cheng and Remer because the cited parts of these references do not teach or suggest all the claim requirements.

Conclusion

For all the above reasons, Applicant submits that the pending claims 1, 2, 10, 16, 17, and 41-44 are patentable. Should any additional fees be required beyond those paid, please charge Deposit Account No. 09-0460.

The attorney of record invites the Examiner to contact him at (310) 553-7977 if the Examiner believes such contact would advance the prosecution of the case.

Dated: May 5, 2008   By:_____/David Victor/_____

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